

1 1470, 1472 (9th Cir. 1986), and whether the default was due to excusable neglect, *Id.* at
2 1472.

3 On September 14, 2007, the Clerk fo the Court entered the default of the Defendant
4 1496815 Ontario, Inc. Despite this, the Court has yet to receive any type of responsive
5 pleading from Defendant. The default established 1496815 Ontario, Inc.'s liability to
6 Plaintiff. The judgment sought by Plaintiff is supported by an itemized statement of legal
7 services and costs, a Verified Complaint, an affidavit of Michael Helms, Plaintiff's attorney,
8 and an affidavit of Cheryl Pollack, Director of Member Services at Best Western
9 International, Inc.

10 The Court finds that because the damages are easily ascertainable from the Verified
11 Complaint, liquidated damages set forth in the Membership Agreement, and the affidavits
12 on record, no evidentiary hearing is necessary.

13 As to the injunction, Section 502(a) of the Copyright Act specifically provides for
14 injunctive relief to prevent continued infringement. "Any court having jurisdiction of a civil
15 action arising under this title may, subject to the provisions of section 1498 of title 28,
16 grant...final injunctions on such terms as it may deem reasonable to prevent or restrain
17 infringement of a copyright. 17 U.S.C. § 502(a).

18 Here, Plaintiff alleges that Defendant's infringing conduct is causing irreparable
19 injury and cannot fully be compensated or measured in money. Moreover, they allege that
20 they are certain to suffer continued injury in the future unless the Court enjoins the
21 Defendant's from continuing to infringe on Plaintiff's copyrights.

22 The Court finds that Plaintiff has meritorious claims, to the amount requested in its
23 motion, and the default by Defendant was not apparently due to excusable neglect, as it had
24 notice of the instant lawsuit. Therefore, default judgment against Defendant 1496815
25 Ontario and in favor of Plaintiff will be entered accordingly.

1 Based upon Plaintiffs' Motion For Default Judgment, and good cause appearing
2 therefor,

3 **IT IS HEREBY ORDERED:**

- 4 1. On Counts I and II of the Complaint in the amount of \$60,069.95, plus interest
5 thereon at the rate of 1.5% per month from and after October 1, 2007;
6 2. On Count III of the Complaint in the amount of \$207,218.39;
7 3. On Counts V, VI, VII, VIII, IX, X, and XI, that Defendant and its officers,
8 agents, servants, employees, and attorneys and those persons in active concert
9 or participation with said defendant be enjoined from:

- 10 A. Making use of the Best Western Marks, any colorable imitation
11 thereof, or any other confusingly similar marks;
12 B. Displaying, authorizing, licensing, or assisting, or facilitating
13 any other person's entity's use of display of the Best Western
14 Marks or any colorable imitation thereof;
15 C. Use anything consisting of or incorporating any one or more
16 words, letters, designs, or devices that contain any component
17 of the Best Western Marks, or which singly or together are
18 similar in spelling, sound, appearance, or in any other manner to
19 the Best Western Marks;
20 D. Directing Defendant and any other persons and entities acting on
21 behalf of or in concert with Defendant, to immediately and
22 permanently remove all Best Western Marks used on the
23 premises of, or in reference to, the Hotel including (without
24 limitation) any road signs, wall signs, or any other display or
25 item bearing any of the Best Western Marks;
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1 E. Ordering Defendant to permit Best Western to remove and
2 infringing signs, displays, or items from the hotel, and awarding
3 Best Western all reasonable and necessary costs of such removal
4 from Defendant (in addition to whatever penalties the Court may
5 impose on Defendant for failing to comply with the Court's
6 order to remove any infringing signs, displays, or items from the
7 Hotel), if Defendant does not remove such signs, displays, or
8 items from the Hotel within ten (10) days of the injunction
9 issued pursuant to the foregoing;

10 F. Enjoining Defendant and any other persons and entities acting
11 on behalf of or in concert with Defendant from applying for,
12 pursuing, or owning and applications or registrations, including
13 without limitation any domain names, business names, corporate
14 names, trade names, trademarks, service marks, or d/b/as that
15 contain any component of the Best Western Marks, any
16 colorable imitation thereof, or any confusingly similar Marks;

17 G. Ordering Defendant and any other persons and entities acting on
18 behalf of or in concert with Defendant, to immediately assign
19 the ownership of any application or registration that contains
20 any component of the Best Western Marks, any colorable
21 imitation thereof, or any other confusingly similar Marks to Best
22 Western, or, alternatively, to file all documents necessary to
23 effectuate Defendant's abandonment of such applications or
24 registrations;

25 H. Ordering Defendant and any other persons and entities acting on
26 behalf of or in concert with Defendant, to immediately notify all
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